

REQUEST FOR QUALIFICATIONS - ENVIRONMENTAL CONSULTING SERVICES



Department of Metropolitan Development
City of Indianapolis
200 E. Washington Street, Suite 2042
Indianapolis, IN 46204

REQUEST FOR QUALIFICATIONS (RFQ)

Project Name: U.S. EPA Brownfields Revolving Loan Fund – Environmental Cleanup (Grant #00E01221)
Reference #: BRP - 2014 – 003

This “Request for Qualifications” (RFQ) is official notification pursuant to IC 5-16-11, 1-4 of need for professional services for the City of Indianapolis, Brownfield Redevelopment Program (BRP) regarding financial management for the U.S. EPA Revolving Loan Fund Grant (RLF). A submittal of a qualification statement does not guarantee that the firm will be contracted to perform any services but only serves notice to the City of Indianapolis that the firm desires to be considered.

DATE ISSUED:

September 11th, 2014

SUBMITTAL DEADLINE:

September 19th, 2014

SUBMISSION INSTRUCTIONS:

Two (2) bound original and one (1) electronic copy on CD-ROM. Facsimile or email submissions will not be accepted. Submissions must be clearly labeled with Project Name and RFQ Reference Number (above). Submissions must be signed by a representative of the Respondent organization authorized to submit and establish fees on behalf of the Respondent and bind the Respondent to the terms and conditions of this RFQ. Submissions must be received on or before 12 p.m. (EDT) on September 19th, 2014. Late submissions will not be accepted or considered. The Respondent shall assume full responsibility for the delivery of Qualifications submission to the City. Submissions must be mailed or delivered to:

Assistant Administrator - Brownfield Redevelopment
Department of Metropolitan Development
200 East Washington Street, Suite 2042
Indianapolis, IN 46204

Contact for Questions:

For questions regarding the RFQ, contact Mr. Piers Kirby
(317) 327-5131, Piers.Kirby@indy.gov

The deadline date to submit questions is **12:00 p.m. (EDT) on September 17th, 2014.**
Written responses will be provided via e-mail no later than **3:00 p.m. (EDT) on September 18th, 2014.**

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INCURRED COSTS:

The City shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the contract(s). Total liability of the City is limited to the terms and conditions of this request and any resulting contract.

INDEPENDENT PRICE DETERMINATION:

Each submission shall include a signature page that includes the following certifications:

A. By submission of these Qualifications and Fee Schedule, the Respondent certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this submission:

1. The fees in the proposal have been arrived at independently, without consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor; and
2. Unless otherwise required by law, the fees which have been quoted in the proposal have not been knowingly disclosed by the Respondent, and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent, or to any competitor; and
3. No attempt has been made or will be made by the Respondent to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. The undersigned certifies that they are authorized by the Respondent's organization to decide as to the services and fees being offered in this submission, and that they have not participated and will not participate in any action contrary to "A-1, 2 and 3" above .

Submissions will not be considered for award if the language of A. or B. above has been modified or deleted.

NO THIRD PARTY RIGHTS:

It is agreed and understood that the contract is made solely for the benefit of the City and the selected Respondent, not made for the benefit of any third party, and that no action or defense may be founded upon this contract except by the signatory parties.

DISCLOSURE OF PROPOSAL CONTENTS:

All responses to this RFQ become the property of the City and shall be subject to disclosure under the Freedom of Information Act. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the City for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside the City of Indianapolis or be duplicated, used or disclosed in whole or in part for purposes other than to evaluate the proposal; provided that if a contract is awarded to the Respondent, as a result of, or in connection

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with the submission of such information, the City of Indianapolis shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City of Indianapolis' right to use information contained herein if obtained from another source."

AWARD OF CONTRACTS / REJECTION OF PROPOSALS:

The City will award a contract to the Respondent deemed the most qualified and responsive as determined at the sole discretion of the City based on the City's review of the Respondent's ability to provide the required services. This contract will require completion of the work pursuant to these documents. The City reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received, whenever such rejection or waiver is in the City's best interest. Notice of Award will be provided to the selected Respondent at the earliest possible date.

TYPE OF CONTRACT:

The City will enter into an indefinite quantity, cost reimbursement contract with the selected Respondent as a result of this RFQ. The contract will have a fee structure based on the fee schedule proposed by the selected Respondent in its Proposal. Only work performed on tasks for which the scope of work and specified maximum, not to be exceeded, cost have been approved by the City will be compensated. The total contract value may be limited to the amount of funds available under the current U.S. EPA Revolving Loan Fund Grant at the sole discretion of the City. Negotiations may be undertaken with those Respondents whose qualifications and proposal as to price and other factors show them to be qualified, responsible and capable of performing the work. The contract with the selected Respondent will require compliance with all Federal U.S. EPA laws, rules, and regulations listed in the City's U.S. EPA grant, including but not limited to, 40 CFR Part 33. The City reserves the right to consider proposal modifications received at any time before the award is made, if such action is deemed to be in the best interest of the City.

CONTRACT DURATION:

This contract will be for a period of five (5) years from the date of contract execution. The contract will include the option for two, one-year, extensions or a single extension until the date of completion of activities funded by, or expiration date of, any U.S. EPA Brownfields Cleanup Grant, if mutually agreed by the City and the Respondent.

INSURANCE:

The selected firm will be responsible for providing certificates of insurance to the City which prove the firm has not less than \$1,000,000 / occurrence and \$5,000,000 aggregate coverage for **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE**, as well as proof of **WORKER'S COMPENSATION INSURANCE** and **EMPLOYER'S LIABILITY INSURANCE**. The Comprehensive General Liability and Property Damage certificate shall name the City of Indianapolis as an additionally insured party, without exceptions, and shall carry a thirty (30) day written Notice of Cancellation. The Limit for the Workers' Compensation Insurance and

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Employer's Liability Insurance shall be the Statutory Limits of the State of Indiana. Proof of the insurances stipulated above shall be provided to the City within ten (10) working days of a firm receiving notice from the City of intent to enter into a contract. The acceptance of any such certificate by the City shall in no way relieve the Respondent of obligations to provide and to cause its subconsultants and subcontractors to provide the insurance herein referenced. The Consultant and all subconsultants and subcontractors shall, at their own expense, obtain and maintain **AUTOMOBILE LIABILITY INSURANCE** such that it will protect against liability imposed by law for loss or damage, including personal injuries and death arising from the ownership, use or operation of any motor vehicle as specified below:

1. Coverage that complies with the requirements of Indiana Law.
2. Coverage for Owned, Hired, and Non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least \$1,000,000 for both Bodily Injury and Property Damage.

The Consultant shall maintain all insurance requirements during the life of the contract. If the selected firm neglects or refuses to provide any insurance required herein, or if any insurance is canceled, the City may, at its option, terminate its contract with the Respondent or procure such insurance and adjust the contract price downward by the reasonable amount of premiums paid or to be paid. Notwithstanding anything appearing to the contrary in the Contract Documents, in the event any damages are incurred by the Parties during the work pertaining to this request, the City and the Respondent, agree to initially proceed against such insurance to the extent that it is available and results in payment of such damages and to waive their respective rights of subrogation against each other to the extent valid insurance covers the damages incurred; provided, however, that if any such damages are not insured and/or do not result in payment of such damages, the same shall not affect the liabilities of the Parties as otherwise provided in the Contract.

COMPLIANCE WITH 40 CFR PART 33:

In accordance with State of Indiana Executive Order No. 1, 1987, the City encourages qualified Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Business Enterprises (VBE) to respond to this RFQ. The City also encourages Respondents to identify and include qualified MBE/WBE/VBE subcontractors in their responses.

The selected Consultant shall make a good faith effort to comply with the City's MBE/WBE/VBE program and shall use good faith efforts to meet the following minority business enterprise, women business enterprise and veteran business enterprises participation and work force utilization goals:

- (i) 15% MBE owned and minority work force utilization participation, as certified by the City;
- (ii) 8% WBE owned and female work force utilization participation, as certified by the City; and
- (iii) 3% VBE owned and veteran work force utilization participation, as certified by the City.

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The City may require the selected Consultant to submit additional information regarding MBE/WBE/VBE certification and utilization. Such information may include but not be limited to: (i) Copies of all executed agreements for each MBE/WBE/VBE enterprise engaged to satisfy the participation goals, showing (ii) the name and address of the MBE/WBE, (iii) the scope of work to be performed, (iv) the dollar value of work to be performed or furnished by each proposed MBE/WBE/VBE subcontractor or MBE/WBE/VBE joint venture partner, (v) acknowledgement and acceptance of the agreement by the MBE/WBE/VBE and (vi) monthly utilization payment reports.

TERMS, CONDITIONS AND EXCEPTIONS:

The City does not create any obligation, expressed or implied, of any kind or description in issuing this RFQ or receiving a response. Neither this RFQ nor the response shall be considered as a legal offer. The City reserves the right to alter, amend, or modify any provision of this RFQ, or to withdraw the RFQ, at any time prior to the award of a contract pursuant thereto, if it is in the best interest of the City.

The City reserves the right to reject any and all responses without cause, waive irregularities or informalities in procedures related to the RFQ, and make inquiries as deemed necessary of Respondents and their references and clients regarding qualifications and information submitted as part of their responses.

Some or all of the work performed under this U.S. EPA Brownfields Revolving Loan Fund Grant will be subject to federal contractual and cross-cutting provisions. The City hereby notifies Respondents that a successful award may be contingent upon the agreement and ability of the selected Respondent to comply with these required contractual provisions, including, but not limited to minimum wage rates (e.g. Davis-Bacon Act, DBE utilization, etc.). In the event the selected Respondent(s) do not enter into the required agreement to carry out the purposes described in this RFQ, the City may commence negotiations with another Respondent. By submitting a response to this RFQ, each Respondent waives all rights to protest or seek remedies whatsoever regarding any aspect of this RFQ, the selection of a Respondent or Respondents with which to negotiate a contract, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

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REQUEST FOR QUALIFICATIONS

INTRODUCTION:

The City of Indianapolis, Indiana (City) is seeking to select a financial management (Consultant) to assist in fulfilling the Cooperative Agreement and Work Plan obligations of a 2013 U.S. EPA Brownfield Revolving Loan Fund Grant awarded to the City. The City will choose a Consultant in accordance with the procurement policies and procedures of the City.

BACKGROUND:

The City has been awarded a 2013 U.S. EPA Brownfield Revolving Loan Fund Grant of \$1,000,000 to issue loans and to address and reduce the threat of hazardous substances, petroleum, and other contaminants by remediating and rehabilitating contaminated properties. RLF Grant funds will be loaned to borrowers for the remediation of brownfield sites, resulting in cleanup, redevelopment, improved environmental quality, and the creation of new jobs at and around the sites. As repayments are made under the initial loan(s), the funds will be revolved, enabling the BRP to provide financial assistance through additional loans to other borrowers throughout Indianapolis to address environmental issues at other brownfield properties and return them to productive use.

SCOPE OF SERVICES:

The selected Consultant will conduct some or all of the tasks described below:

Task 1 – Program Development Activities:

The selected Consultant will assist the Project Team in developing program requirements and structure, application documents, underwriting criteria, and review procedures that establish the framework of the loan and subgrant program. The Consultant will assist the Project Team in preparing and maintaining accounting records and reports, and establishing and maintaining adequate accounting controls for the RLF funds. The Consultant will assist the Project Team as necessary in the preparation and delivery of RLF Program materials at public meetings.

Task 2 – Program Operation and Marketing:

The selected Consultant will assist the Project Team in developing marketing materials and marketing the RLF program. The Consultant will review applications selected by the RLF Steering Committee to determine whether the project meets RLF underwriting criteria.

Task 3 – Loan and Subgrant Management:

The selected Consultant will lead the Project Team in reviewing the financial capability of potential borrowers and developing a loan structure to meet the borrower's needs, as well as completing the due diligence, structuring the transaction, and seeking final approval from City staff. The selected Consultant will lead the Project Team in

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securitizing and servicing the loan in accordance with City, State and Federal regulations.

CONSULTANT SELECTION PROCESS:

A qualified Respondent will be selected using a Qualifications-Based Selection process in accordance with the requirements of 40 CFR 31.36. Interested parties are to submit Qualification Statements as described below to the City for review. After review of submitted qualifications, the City may request additional information from one or more Respondents. The Consultant will be selected based on qualifications and project understanding as determined to be in the best interests of the City. All decisions will be final.

SUBMISSION OF QUALIFICATIONS:

Qualified Consultants are invited to submit a written qualifications statement to the City for consideration. The minimum content of that submission is outlined below:

- I. Brief narrative history of the firm
- II. Proposed project team, including an organization chart, identifying all key project team members qualifications
- III. Firm qualifications and related experience, with references, demonstrating the firm's capabilities related to providing services described in the Scope of Services
- IV. Descriptions of technical and operational approaches for performing the project services described above
- V. State the firm's status as a MBE/WBE/VBE as part of the response. If the firm is claiming MBE/WBE/VBE status for itself or a subcontractor, valid certification must be included in the response.

EVALUATION OF QUALIFICATIONS SUBMISSIONS:

Qualifications submissions will be evaluated on the basis of demonstrated capabilities and experience in the role of Consultant for a U.S. EPA Grant grantee, for community brownfield redevelopment programs, and for management of brownfield financing programs; qualifications and availability of project staff; scope of financial management services provided by the firm; and understanding and reasonableness of costs and schedules for tasks described in the Scope of Services.

A summary of these and other evaluation factors, and the evaluation weighting criteria of each, is presented below:

1. Demonstrated stability and capabilities of the firm (20% of the evaluation)
 - a. Staff and financial stability
 - b. Capability to meet project staffing and schedule needs
 - c. Project experience related to revolving loan fund management; brownfields redevelopment; and assisting local communities successfully support brownfields redevelopment.
 - d. Project experience, relevant to the scope of Services described above.

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- e. Project summaries for representative projects, including client name, dates of service and references (contact name, title, and telephone number), demonstrating experience related to projects involving loan underwriting and administration.
- 2. Structure, demonstrated capabilities, and qualifications of project team (30%)
 - a. Organizational structure, project position/role descriptions and responsibilities, and key staff assignments
 - b. Qualifications and experience of key project staff related to brownfields redevelopment, financial management for local government and EPA programs, loan underwriting and administration, and technical requirements of the Scope of Services
 - c. Identification and qualifications of all proposed subcontractors and descriptions of the services to be provided
- 3. Demonstrated understanding of the U.S. EPA RLF Grant program, technical approaches for completing the Scope of Services, and State and Local market conditions (30%)
 - a. The role of U.S. EPA RLF Grant programs and respective eligible environmental activities in a brownfield redevelopment program generally, and the City brownfield redevelopment program specifically
 - b. Understanding of the technical requirements and approaches for conducting the tasks described in the Scope of Services
 - c. Quality assurance
 - d. Policies, protocols, laws and regulations applicable to the conduct of U.S. EPA Grant and brownfield redevelopment activities
- 4. Demonstrated Financial Capability and experience in servicing federal loan programs (20%)
 - a. Financial stability, demonstrated by Respondent's audit reports and ratings.